



# RULES AND REGULATIONS

(EFFECTIVE FEBRUARY 15, 2018)

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# RULES AND REGULATIONS - 2018

IMPORTANT! READ CAREFULLY

## PREAMBLE

OCEANSIDE VILLAGE, LLC ("**Landlord**") has established revised Rules and Regulations for OCEANSIDE VILLAGE ("**Rules**") which are an integral part of each Sublease (as defined below). The effective date of these RULES is **February 15, 2018**. According to the terms and provisions of each Sublease, all RESIDENTS, family members, guests, and visitors agree to abide by the RULES as amended from time to time during the term of the Sublease. LANDLORD reserves the right in its sole discretion to modify, amend, supplement, add to, or delete the RULES at any time upon thirty days written notice, as allowed in each SUBLEASE. All changes will also be posted in and may be obtained from the on-site Oceanside Village Management Office. Violation of any of the RULES is a default under the SUBLEASE and in the event of a default the LANDLORD is entitled to all remedies at law including those expressly stated in these RULES and the Sublease Agreement.

The following are the Rules applicable to the entire development known as Oceanside Village (as defined herein), together with such additional properties now or hereafter owned, leased, managed or controlled by LANDLORD and as may be brought into and made a part of Oceanside Village.



Oceanside Village is a landlord and tenant resort community and not the typical residential development having an owner's association. Under the Sublease, the LANDLORD has sole authority, in its discretion, to make, adopt or modify rules and regulations for the Community and the RESIDENTS to address new or changing circumstances.

## BACKGROUND STATEMENT

LANDLORD has long-term leases of the real properties comprising a residential development known as Oceanside Village and, in accordance with provisions of a Sublease Agreement with each RESIDENT, LANDLORD has established certain rules and regulations for protecting the value and desirability of the properties within the VILLAGE.

**NOW, THEREFORE**, LANDLORD declares that the properties within the VILLAGE, including the individual Lot of each RESIDENT, shall be subleased, held, rented, and subject to the following Rules, as amended from time to time at the discretion of LANDLORD, which rules and regulations shall run with the land:

## **ARTICLE I** **DEFINITIONS**

**Section 1. "Club"** shall mean the South Carolina *Oceanside Village Community Club, Inc.* established for the benefit of LANDLORD for handling the Amenities Fees paid by each RESIDENT for the operation and maintenance of the VILLAGE as LANDLORD directs and determines.

**Section 2. "Common Area"** shall mean all real property (including improvements) owned by LANDLORD in the VILLAGE over which RESIDENTS and others have been granted non-exclusive use easements for the common use and enjoyment of the same, subject to these RULES.

**Section 3. "Landlord"** shall mean Oceanside Village, LLC, a South Carolina limited liability company, its successors and assigns.

**Section 4. “Leasing” or “Renting”** is considered a *privilege* and refers to the regular, exclusive occupancy of a RESIDENCE by a person other than RESIDENT, for which RESIDENT receives consideration or benefit, including, but not limited to, a fee, service, gratuity, or payment.

**Section 5. “Lot”** shall mean and refer to any plot of land shown upon any subdivision map of the VILLAGE (excluding a RESIDENCE) that is or may be subleased by LANDLORD to a RESIDENT for use as a residence, dwelling, modular home, or manufactured home, excluding Common Areas.

**Section 6. “Management Agent” or “Management”** shall mean and refer to the on-site management company designated by the LANDLORD which provides administrative and management services for the Community as authorized in the Sublease and in the RULES.

**Section 7. “Premises”** shall mean and refer to any Lot of an individual RESIDENT together with a non-exclusive right to use the common areas, private roadways, walkways, parking areas and other amenities, which may from time to time be provided for use of RESIDENT by LANDLORD.

**Section 8. “Residence”** shall refer to the residential dwelling, manufactured home, or modular home owned by a RESIDENT that is located on a LOT within the VILLAGE.

**Section 9. “Resident”** shall mean and refer to the record holder, whether one or more persons or entities, of a Sublease of a LOT in the VILLAGE.

**Section 10. “Rules” or “Rules and Regulations”** shall mean those rules and regulations established for the VILLAGE by LANDLORD, as may be amended from time to time in its discretion or determination.

**Section 11. “Sublease”** shall mean the written sublease agreement of a Lot for a term of years between LANDLORD and a RESIDENT.

**Section 12. “Village” or “Community”** shall mean the residential real estate development collectively known as Oceanside Village and presently comprised of Oceanside Village, Melody Gardens, The Keys at Oceanside, and Bermuda Bay, located south of Surfside Beach in Horry County, South Carolina, together with such additional properties now or hereafter owned, leased, managed or controlled by LANDLORD and as may be brought into and made a part of Oceanside Village by LANDLORD.

## **ARTICLE II**

### **BIENNIAL SUBLEASES, TERM EXTENSIONS, AND MONTHLY RENTAL**

The VILLAGE is a private residential gated community. All Subleases are made on a **BIENNIAL BASIS** and as long as LANDLORD has not notified RESIDENT of any default, the Sublease term will automatically be extended or renewed for consecutive **TWO-YEAR** terms, with the maximum possible Sublease term ending no later than **JUNE 30, 2077**, provided RESIDENT has paid all required lease, amenity, and other fees. In the event of default, however, RESIDENT understands that the Sublease may be terminated and expressly acknowledges that no representations have been made by LANDLORD regarding the renewal or extension of the Sublease term. **The monthly rental paid to LANDLORD includes payment of a Lease Fee (for occupancy of a LOT) and an Amenities Fee (for payment of all VILLAGE costs and expenses), both of which are due on or before the first day of each month.** These fees may be increased as authorized in the Sublease and are the sole property of LANDLORD. Late fees will be charged after the 10<sup>th</sup> day of the month on all unpaid accounts in amounts set forth on late fee schedule, as amended from time to time.

**ARTICLE III**  
**GENERAL USE RESTRICTIONS**

**Section 1. Residential Use.** The LOTS and RESIDENCES within the VILLAGE shall only be used for residential purposes as set forth in the Sublease, the Rules, or any Amendments thereto, unless the written approval of LANDLORD is obtained. Otherwise, no RESIDENCE shall be utilized for any activity normally conducted as a business. "Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing a RESIDENCE for residential purposes shall not be considered a "business" within the meaning of this Section 1.

**Section 2. Nuisances.** No noxious or offensive activity shall be carried on upon any LOT, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood and the VILLAGE as a whole. Absent specific written authority by Landlord, remotely controlled flying devices ("**Drones**") are prohibited from being physically present or otherwise being used or operated over, on or in Oceanside Village. No camera-equipped drones will be allowed. Any damages occasioned by the operator of a drone will be the responsibility of the operator as well as the owner, resident or guest.

There shall not be maintained any Yucca plants, cactus plants, or other plants (illegal or otherwise), poultry, livestock or animals (other than household pets as allowed by the LANDLORD), devices or things of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly,

unpleasant or of a nature to diminish or destroy the enjoyment of other LOTS or property in the VILLAGE by the RESIDENT thereof. No open fires/burning shall be allowed.

**Section 3. Compliance with Laws.** No immoral, improper, offensive, or unlawful use shall be made of any LOT or property of a RESIDENT nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance, modifications, or repairs shall be the same as the responsibility for the maintenance and repair of the property concerned.

**Section 4. Appearance.** To preserve the natural beauty of the VILLAGE and its setting, to maintain a pleasant and desirable environment, and to establish and preserve a harmonious design for the Community overall, RESIDENT shall maintain and repair his or her LOT and RESIDENCE and keep the same neat and attractive. No excessive yard art shall be added, and no RESIDENT shall allow a LOT or any part of the Premises to adversely affect the overall aesthetics, appearance, safety, or soundness of the VILLAGE, as determined by MANAGEMENT.

**Section 5. Pets and Animals.**

a. When outdoors, all pets must be accompanied by its owner or custodian and remain on a leash (from 6-10 feet in length), even when on an owner's LOT. Pets shall not be staked, chained, fenced in, or tied up on a LOT or other property within the VILLAGE. Pet owners shall be responsible for all actions of their pets and no pet is allowed on the LOT of another RESIDENT.

b. No loud or excessive barking of dogs or other pets on a deck or any portion of a LOT is allowed. Pet owners may be fined for repeated violations.

c. Owners are responsible for cleaning up after their pets and any excrement must be removed immediately and disposed of in a proper receptacle, not in the lakes or ditches.

c. Pets are not allowed to run “loose” within the VILLAGE. Pet cages are available from Village Maintenance for the temporary use by RESIDENTS to trap a pet that has come onto a RESIDENT’s property. Village Security personnel will not pick up stray pets. MANAGEMENT may deny any RESIDENT (or tenant) pet privileges should the pet disturb other RESIDENTS or cause damages or inconvenience repeatedly. Also, MANAGEMENT may levy fines for repeated violations that have been documented.

**Section 6. Plans, Setbacks, Building Location.** In approving plans and specifications for any RESIDENCE or improvement on a LOT, the LANDLORD may establish setback requirements for the location of such RESIDENCE or improvement. Guidelines for setbacks may be included in the design standards for each section or community of the VILLAGE. No RESIDENCE, improvement or other structure shall be erected or placed on any LOT unless its location is consistent with such setbacks and pre-approved by the LANDLORD. (See “*Architectural Standard and Control*”, Article V).

**Section 7. Lot Line Changes by Landlord.** The LANDLORD has reserved the right to adjust and modify the LOT lines within the VILLAGE so long as it does not interfere with the placement or location of a RESIDENCE on the LOT. A LOT (or LOTS) may be subdivided only if pre-approved by LANDLORD and provided the effect is to increase the size of the adjoining LOT or LOTS. In such cases, the LANDLORD in its sole discretion may alter the LOT lines to conform. Should the RESIDENT(s) of any LOT(s) and/or portions of LOTS which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, or make any other combination which would not be in violation of this restriction, that

may be done only if the written consent of the LANDLORD is first had and obtained, which consent may be withheld for any reason.

**Section 8. Alteration of Building Lines.** Where because of the size, natural terrain, or any other reason in the opinion of LANDLORD, it should be in the best interest of the development of the VILLAGE that the building lines of any LOT should be altered or changed from those set forth herein or shown on any plats of the VILLAGE properties, the LANDLORD shall have the sole and exclusive right to change the said lines to meet such conditions, which consent shall be evidenced on a plat or survey of the LOT(s) and recorded in the public records of Horry County, South Carolina, if required.

**Section 9. Utility Lines; Antenna.** All electrical service, telephone, and utility lines shall be placed underground and no outside lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennae or satellite dish shall be erected, placed or maintained on any part of the premises unless first approved by the LANDLORD or MANAGEMENT, which may adopt reasonable rules and regulations regarding such antennae and satellite dishes.

**Section 10. Signs.** No signs whatsoever (including, but not limited to, “for sale” signs and “for rent” signs) shall be installed or maintained on any vehicle, trailer, personal property, LOT, or any portion of a RESIDENCE or other structure visible from the exterior thereof, except:

- a. Such signs as may be required by legal proceedings and for display of all building permits;
- b. House numbers of contrasting colors, being a minimum of 4” and no more than 6” high, shall be affixed to a RESIDENCE as requested by the Horry County 911 program and emergency services.



c. Directional signs for vehicular or pedestrian safety in accordance with the plans and specifications approved by LANDLORD,

d. Such other signs as LANDLORD may deem appropriate for certain communities or phases within the VILLAGE.

**Section 11. Mail Boxes.** LANDLORD shall have the option of requiring uniform mail receptacles for delivery of all mail within any section or community of the VILLAGE, and it, or MANAGEMENT, shall determine the location, color, size, design, lettering, and all other particulars of all mail and/or paper delivery boxes, and standards and name signs for such boxes in order that the area may be strictly uniform in appearance with respect thereto.

**Section 12. Mining and Drilling Prohibition.** No derrick or other gas structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of such LOT, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted from a LOT. RESIDENT shall have no ownership rights or entitlement to minerals on a LOT.

**Section 13. Garbage Disposal.**

a. Each RESIDENT is provided one roll-out garbage can approved by MANAGEMENT for a LOT. Temporary garbage containers are available from the Maintenance Department. RESIDENTS who rent their RESIDENCE and/or need an additional garbage can shall be responsible for providing one of a type approved by MANAGEMENT. No garbage or trash incinerators shall be permitted upon the Premises. Garbage will be collected on the day(s) that are posted on VILLAGE bulletin boards. Garbage or trash must be in plastic bags and placed in approved garbage cans which are set on the side of the road on collection days. Garbage cans shall only be allowed beside the roads on the designated collection day(s). Debris

such as leaves must be bagged in trash bags to be picked up by Village Maintenance on the designated day(s). Garbage and debris should be set beside the road, but not on the road.

b. A separate charge will be levied against a RESIDENT when Village Maintenance picks up “non-qualifying garbage” or debris, defined herein as appliances, un-bagged yard debris, lumber, carpeting, building materials, furniture, and/or other similar non-residential trash or garbage. Such items may be placed in the dumpster located in the maintenance yard.

c. RESIDENTS shall remove all rusted, cracked, split, or deteriorated refuse or garbage cans and use only the approved roll-out garbage cans. Garbage cans should have the Oceanside Village address visibly marked.

d. Upon the sale or transfer of a RESIDENCE, the roll-out garbage can must remain at the RESIDENCE or a new one must be purchased by the RESIDENT.

**Section 14. Temporary Structures.**

No structure of a temporary character shall be placed upon any LOT at any time, provided however, that this prohibition shall not apply to construction shelters used by a contractor during the period of construction, it being clearly understood that these latter temporary shelters may not, at any time, be used as a RESIDENCE or permitted to remain on the LOT after completion of construction.

**Section 15. No Storage Buildings.**

No detached storage building, or other similar outbuilding or structure, shall be placed on any LOT at any time, except those previously approved by Management.

**Section 16. Boats and Trailers.**

No boats, jet skis, similar watercraft, or enclosed trailers may be maintained on any LOT unless the

same is in a garage, carport, or the area under a pier house. Open utility trailers or lifts are not allowed.

**Section 17. Clotheslines.** No clothes line shall be located upon a LOT except for a 4-sided telescoping clothesline approved in advance by Management and located in the most inconspicuous area of the LOT. Clotheslines shall be kept closed while not in use. Deck railings and carport areas may not be used as a substitute for clotheslines.

**Section 18. Water Systems.** No individual water supply system shall be permitted upon the premises except for a shallow well to be used for irrigation, heating, and air conditioning system purposes only, which shallow well shall be approved in writing in all aspects, including the pump and the covering or screening thereof, by MANAGEMENT prior to installation.

**Section 19. Commercial and Recreational Vehicles.**

a. Except as authorized in Section 19(b) below, no commercial truck larger than three-quarter ton, commercial van (to specifically include step-vans), bus, recreational vehicle, motor home, camper, or like equipment of any kind shall be permitted on any LOT or within the right-of-way of any street in the VILLAGE. Permits may be obtained by permanent RESIDENTS to temporarily store such vehicles in overflow area designated by MANAGEMENT, upon compliance with the written policies of the VILLAGE. A RESIDENT within the VILLAGE shall be authorized to have a pickup truck with a company name or logo on the truck, subject to the rules and regulations of the LANDLORD. Despite the foregoing, any non-permitted vehicles or equipment, excluding open utility trailers, may be stored on a LOT provided such vehicle or equipment is kept in an enclosed space, in a garage, a carport, or under a pier house, and is basically out of the public view of neighboring residences and streets.

b. Motor homes, travel trailers, recreational vehicles, and vans may be parked at a RESIDENCE only when used as RESIDENT'S primary transportation, or for a period not greater than three days while preparing to travel on a trip of at least three days or returning from a trip. When applicable, written proof must be given to MANAGEMENT to evidence that such vehicle is RESIDENT'S only means of transportation. No motor home or camper of any type will be permitted to hook up to an existing home for use as living quarters. The time limit of 3-days may be extended with MANAGEMENT'S prior approval, otherwise RESIDENT must store the home off-site.

**Section 20. Sewer System.** No septic tank or other private or individual sewage disposal facility shall be placed upon any LOT in the VILLAGE for the collection and disposal of sewage, but only the public system provided shall be used as the sole means of sewage disposal.

**Section 21. Landlord Not Responsible.** No person or entity, other than itself, shall in any way or manner hold the LANDLORD liable or responsible for any violation of these Rules, despite anything to the contrary herein or in the Sublease.

**Section 22. Elevation and Drainage Changes.** No elevation or topography changes shall be permitted on any LOT that materially affects the surface grade or drainage on that LOT or an adjoining LOT or other property, except as may be approved by MANAGEMENT. The LANDLORD reserves to itself or its designated representatives, the right to build any bridges, walkways, ramps, or fixed spans across any or all natural, or man-made canals, creeks or lagoons in the VILLAGE.

**Section 23. Fences and Walls.** Any fences and walls sought to be constructed on any LOT shall require the specific approval of the MANAGEMENT as to location, size, composition, configuration, exterior materials, color and other similar matters, which approval may be withheld

for purely aesthetic considerations. No hedge, shrubbery or vegetation of any kind shall be grown or placed in the form of a fence on any of the LOT or LOTS herein referred to across the front street line of the said LOT or LOTS, or on either of the side lines of the said LOT or LOTS until MANAGEMENT approves same as to location.

**Section 24. Lot Maintenance by Resident.** Each RESIDENT shall keep and maintain his or her LOT and RESIDENCE thereon, as well as all landscaping located thereon, in good condition and repair, including but not limited to (i) the repairing and painting (or other appropriate external care) of the RESIDENCE and all structures, (ii) the pruning and trimming of all trees, hedges and shrubbery more than three feet from a RESIDENCE so that the same are not obstructive of a view by motorists or pedestrians of street traffic, and (iii) the maintenance of the area adjacent to a lake within the VILLAGE. All unimproved portions of a LOT shall be kept in a reasonable neat and clean condition. Despite the foregoing, the maintenance required hereunder shall also extend from the boundary of a LOT to the curbing or edge of the right-of-way bordering said LOT. If in the opinion of the LANDLORD or MANAGEMENT any RESIDENT shall fail to perform the duties imposed by this Section, then the MANAGEMENT AGENT shall give written notice to the RESIDENT to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the RESIDENT shall fail to take reasonable steps to remedy the condition with 30 days after the mailing of said written notice by certified mail, then the LANDLORD and/or MANAGEMENT shall be authorized to remedy the condition and assess the RESIDENT of said LOT with the reasonable costs thereof, and/or the RESIDENT may be held in default. Any assessment shall be collected in the same manner provided for the Lease and Amenities Fees herein.

Landscaping around (i) water meter boxes shall be three feet from each side for ready access, and (ii) electrical boxes shall be three feet on each side and ten feet on the front. Any bushes and/or structures blocking electric meters and disconnects must be removed.

**Section 25. Mowing and Lot Maintenance.** To maintain the overall beauty of the VILLAGE and to implement effective insect, reptile and woods fire control, LANDLORD and its agents have the right to enter upon any LOT or property with mowers, tractors or other suitable devices for mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of the LANDLORD detracts from the overall beauty, setting and safety of the VILLAGE. MANAGEMENT or its subcontractors shall have no liability for damages to the RESIDENCE as a result of the mowing and lot maintenance services. "Basic Lawn Service" consisting of mowing grass, blowing leaves, weed-eating, and pruning of trees within three feet of a RESIDENCE are done bimonthly, in season, at the expense of the VILLAGE by MANAGEMENT. RESIDENT must maintain a border around the RESIDENCE to prevent damage to underpinning as a result of weed-eating services provided by MANAGEMENT'S mowing contractor. Such entry for mowing, blowing, weed-eating, cutting, clearing or pruning shall not be deemed a trespass. The LANDLORD and its MANAGEMENT AGENT may likewise enter upon such LOT(S) to remove any trash that has collected on such LOT(S) without such entrance and removal being deemed as trespass. The provisions of the paragraph shall not be construed as an obligation.

**Section 26. Water or Sewer Repairs.** Sewer line repairs outside a RESIDENCE or deck are the responsibility of Village Maintenance, but all other repairs are the responsibility of RESIDENT, including water breaks. Although Village Maintenance will cap or shut off water for such breaks, RESIDENT'S responsibility includes the first shut-off valve in addition to all transmission pipe

between the first shut-off and RESIDENCE. **Water cutoff valves provided by Resident should be located outside the RESIDENCE in an accessible area so that Village Maintenance or Security can turn water off in the event of an emergency.**

**Section 27. Electrical and “Gang Meter” Repairs.** Electrical problems are the responsibility of RESIDENTS. “Gang meters” are used throughout the VILLAGE to provide electrical service to several RESIDENCES and common problems may arise from time to time on these multi-meter bases. All RESIDENCES on a common meter will share the expenses for any repairs on an equal basis.

#### **ARTICLE IV**

#### **LANDSCAPING, GROUNDS, AND RESIDENCES**

**Section 1. Landscaping and Grounds.** The grounds around each RESIDENCE shall be kept free of toys, trash, debris, garbage, abandoned, unlicensed, or non-operational autos or golf carts, or similar junk of any kind. All grounds shall be maintained in a clean and orderly fashion to ensure the beauty of the VILLAGE, to include the removal of construction debris. If a RESIDENT fails to maintain the LOT or grounds as required, RESIDENT will be notified of such conditions and will be required to take immediate corrective action. Failure to fully comply with the request within 30 days of the date of such notice shall be a default under RESIDENT’S Sublease and, in addition to other remedies available to LANDLORD, LANDLORD may in its sole discretion assess a fine, undertake the necessary maintenance measures and invoice the RESIDENT for all costs of such measures, plus a reasonable profit, or LANDLORD may terminate the Sublease, in its sole discretion.

RESIDENT shall maintain landscaping existing or added by RESIDENT around his or her RESIDENCE, such as shrubs, trees, gardens, flowers, etc. Yucca plants are not allowed. The planting and removal of bushes, trees, etc.,

**along LOT lines and adjacent to a street must be approved by MANAGEMENT. Plants or shrubs must not hinder driver visibility, particularly those located on corner LOTS. Gravel or stone driveways are not allowed.**

**Section 2. Trees.** Live oaks, magnolias and certain other hardwood trees are considered “protected trees” by LANDLORD and by Horry County. Otherwise, trees or stumps that a RESIDENT wants to remove to make additions shall be removed at RESIDENT’S expense only with the prior written consent of MANAGEMENT. Upon written request, the Maintenance staff at no charge will trim limbs within three (3) feet of a RESIDENCE. Trimming of bushes for ornamental, safety, and maintenance purposes is permissible. Other tree problems will be handled on a case-by-case basis, but no trees or shrubs shall be removed without prior written consent of MANAGEMENT.

#### **Section 3. Lakes and Canals.**

**a. Banks.** Construction of seawalls on lake or canal banks are the responsibility of the RESIDENT and all construction requests must be in writing, reviewed by the Building and Grounds Committee, and approved by MANAGEMENT.

Public fishing is only allowed in common areas where designated. No one other than those having RESIDENT’S permission may fish on a canal bank or lake bank in front of RESIDENT’S home. Fishermen are encouraged to throw back all fish caught from any VILLAGE lakes and canals.

The lakes are deep and should be considered a danger to unsupervised children.

**b. Equipment.** No boating or floatation equipment, except maintenance watercrafts, will be permitted on any lake within the VILLAGE, including but not limited to:

- (1) Gasoline or electric powered boats;
- (2) Homemade rafts, canoes;
- (3) Manufactured rubber rafts.

c. **Activities.** The following activities are not permitted on any lake within the VILLAGE:

- (1) Swimming or wading;
- (2) Surfboard paddling;
- (3) Raft paddling;
- (4) Net fishing;
- (5) Throwing objects at waterfowl.

## ARTICLE V

### ARCHITECTURAL STANDARDS AND CONTROL



Each community in the VILLAGE derives its unique character and appeal from a mix of compatible style homes and from the cooperation of the RESIDENTS in upholding minimum design, landscaping and aesthetic standards. All site work, landscaping, dwellings, structures, improvements, and other items placed on a LOT are subject to prior approval of LANDLORD or MANAGEMENT.

No RESIDENCE, building, fence, wall, or other structure shall be commenced, erected, or maintained upon any LOT, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by LANDLORD or MANAGEMENT. Metal roofs are not allowed, except in Bermuda Bay. No solar panels. MANAGEMENT must approve all exterior paint colors. Painting with any type of power, air compressor spray guns or spray cans will not be allowed.

Storm prevention materials, shutters and holiday decorations shall be removed within a two-week period following the event or holiday.

Applications for building permits must be completed and submitted to the Building and Grounds Committee and are subject to approval by MANAGEMENT prior to any work being performed. LANDLORD or MANAGEMENT shall have the absolute right to refuse approval of plans,

location, or specifications herein required upon any ground that is consistent with the objectives of these Rules, including aesthetic considerations.

Portions of the Village are in federally designated flood areas and permits and approvals of habitable space must be obtained from FEMA and/or Horry County Code Enforcement.

## ARTICLE VI

### SALE, RESALE OR TRANSFER OF RESIDENCE

The sale, resale, or transfer of a RESIDENCE in the VILLAGE by a RESIDENT (excluding LANDLORD or MANAGEMENT) shall be in accordance with the following procedures in addition to the provisions of the applicable Sublease affecting the RESIDENCE involved:

a. RESIDENT must notify MANAGEMENT in writing of his or her intent to sell the RESIDENCE on or before the time a RESIDENCE is listed for sale. A copy of the title to the RESIDENCE or of the Home Ownership Agreement must be provided to MANAGEMENT at that time.

b. Prior to MANAGEMENT'S approval of the listing of a RESIDENCE, an exterior inspection by MANAGEMENT shall be performed and the RESIDENCE must be brought into compliance with existing standards required by MANAGEMENT, with an emphasis on structural, water intrusion and sufficient concrete parking items.

c. No RESIDENCE may be sold in the VILLAGE unless the selling agent is either the owner or a licensed South Carolina real estate agent. A RESIDENT cannot list or sell a RESIDENCE other than their own. No sign will be displayed on or in any RESIDENCE, vehicle, or LOT advertising anything or any object for sale or rent.

d. If RESIDENCE is listed for sale with a real estate agent, the name of the agent and the address of agent'S office must be provided in writing to

MANAGEMENT within forty-eight (48) hours of giving the listing. MANAGEMENT reserves the right in its sole discretion to approve or disapprove of any outside broker, agent or real estate company.

e. RESIDENT must give his or her real estate agent written authorization to enter the VILLAGE and the RESIDENCE, and provide an executed duplicate original to MANAGEMENT to keep on file. The authorization letter must be shown to Security by the real estate agent when entering the VILLAGE.

f. If RESIDENT (or his or her agent) grants permission to any other persons to inspect the RESIDENCE and those persons are not accompanied by RESIDENT (or the real estate agent), then those persons must report to the Security Gate or Management Office and present written proof of permission prior to entering the VILLAGE and the RESIDENCE.

g. RESIDENT (or the agent) shall notify MANAGEMENT when a written contract is accepted and provide a copy of the contract to MANAGEMENT. The sales contract must include a clause stating that it is subject to MANAGEMENT'S written approval of the application of buyer to sublease the RESIDENT'S LOT. MANAGEMENT must be provided with all applicable closing information and required documentation by RESIDENT (or the agent) prior to closing, giving MANAGEMENT at least 72 hours prior notice for preparation of the closing documents (if approved).

h. Prior to closing, all prospective buyers must complete an application to sublease RESIDENT'S LOT in the VILLAGE and such other documents as MANAGEMENT shall require, including, but not limited to, residency application and credit report. A non-refundable processing fee is charged for the credit report and residency application. The selling RESIDENT'S key cards and all homeowner stickers must be removed from all of RESIDENT'S personal property and surrendered to MANAGEMENT, along with any

family passes, frequent visitor passes, and golf cart permits, at or before the closing to obtain a release under the Sublease.

i. No application to sublease a LOT will be approved if past Lease and/or Amenities fees and all late charges, costs of collection, fines and interest thereon are not paid in full prior to closing. Upgrades to the RESIDENCE may be required prior to a new sublease being approved by the LANDLORD or MANAGEMENT.

j. No for sale, for rent, or open house signs may be posted on any RESIDENCE or other property within the VILLAGE.

k. At the time of closing on a sale or transfer of a RESIDENCE, RESIDENT shall pay the CLUB/LANDLORD'S agent a **Transfer Fee** computed under either subparagraph j(1) or j(2) below:

**(1) Three Percent (3%)** of the gross sales price of the RESIDENCE when the LANDLORD'S agent is not the listing broker;

**OR**

**(2) Six Percent (6%)** of the gross sales price of the RESIDENCE when the LANDLORD'S agent IS not the listing broker and the purchaser (a) was a client of, or had registered to view property in the VILLAGE with, the LANDLORD'S agent; or (b) had been shown any LOT or RESIDENCE by LANDLORD'S agent.

l. Transfers for no consideration to *immediate family* (defined as RESIDENT'S parents, spouse or children) under a last will and testament, a probate proceeding, a joint tenancy with right of survivorship title, or similar transfer document are excluded from payment of the Transfer Fee in Subsection (k) above only if:

(1) Pre-approved in writing by LANDLORD upon proper application, and

(2) If applicable, if RESIDENCE is subject to a 2030 or a 2050 Sublease, the transferee must upgrade to 2077 Sublease and pay any required sign-up fee.

## **ARTICLE VII**

### **STANDARDS REQUIRED FOR TRANSFER OR RESALE RESIDENCES TO REMAIN IN VILLAGE**

a. Prior to issuance of a new sublease following a resale or transfer, items detailed on the inspection performed by MANAGEMENT must be repaired, removed, or modified to bring the RESIDENCE and/or LOT into compliance with LANDLORD'S existing standards. MANAGEMENT may require that RESIDENT repair, change, or modify the RESIDENCE, any utility building, any additional or other improvement, or any aspect of the LOT which is RESIDENT'S responsibility to maintain which does not meet the resale standards of LANDLORD. In the event weather conditions prevent completion of any required maintenance or modification, alternative provisions may be made in the sole discretion of MANAGEMENT.

b. **RESIDENT or prospective purchaser must have 2077 Sublease and, if not paid, pay the extension or sign-up fee required by LANDLORD.** No 2030 or 2050 subleases may be sold or transferred.

c. For a RESIDENCE to be transferred to another party (other than a member of a RESIDENT'S immediate family who has been pre-approved in writing by LANDLORD), the RESIDENCE must follow all applicable laws, statutes, ordinances and codes, and in good condition (normal wear and tear excepted) specifically including, but not limited to, the following:

(1) All plumbing, mechanical and electrical and smoke detection systems must be in good operating condition.

(2) All structural components of RESIDENCE, decks, roof, framework, support beams, tie-downs, piers, etc., must be sound and stable.

(3) No water intrusion into RESIDENCE.

(4) Sufficient concrete parking for RESIDENCE within the LOT lines.

(5) All doors, windows, and awnings must be functional and fit properly.

(6) Exterior appearance of the RESIDENCE must be neat, clean, free from rotting, and the paint and/or vinyl must be in good condition, not peeling.

(7) RESIDENCE must be free from all infestation of insects, rodents, vermin, and pests.

(8) Lawn properly maintained, and shrubbery trimmed to a size that will not interfere with vehicular traffic visibility.

d. RESIDENT must be in compliance with all obligations (including, but not limited to, all sums owed) under the Sublease with LANDLORD, and RESIDENT or the prospective purchaser must have paid any lease extension fee and not otherwise be in default under the Sublease. Further, RESIDENT must not owe any unpaid utility bills, taxes, or other charges related to RESIDENT'S ownership and use of the RESIDENCE. In the event RESIDENT is in default under the Sublease, LANDLORD shall have a lien upon the RESIDENCE being sold, and the first proceeds from the sale of the RESIDENCE shall be used to satisfy LANDLORD'S claims and all costs and expenses incurred to enforce these Rules.

## ARTICLE VIII

### RENTAL PROCEDURES FOR RESIDENCES



Renting in the VILLAGE is a privilege. As a private residential community with over 1100 RESIDENTS, certain rental procedures, including minimum credit and security guidelines, have been implemented to limit access into the VILLAGE by prospective tenants for security and safety reasons.

A RESIDENT can only lease or manage RESIDENT'S own property. A RESIDENT desiring to rent or lease a RESIDENCE shall comply with the following procedures in addition to any set forth in their Sublease. Any RESIDENCE that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a RESIDENCE may not be separately leased or rented. All leases having a term of more than fourteen days shall be in writing and a copy provided to MANAGEMENT.

a. **Prior to leasing a RESIDENCE, written notice must be given to MANAGEMENT that a RESIDENCE will be used for rental purposes and MANAGEMENT must be provided with (i) proof of liability insurance on the RESIDENCE, (ii) a valid Horry County business license, when applicable, (iii) acceptable proof of an account for payment of applicable sales and hospitality taxes and payment as required, and (iv) the name, address, phone number and contact information of the licensed broker or agent handling the rentals, if applicable.** This information must be provided to Management prior to approval of the RESIDENCE for rent and shall be kept current during any leasing and rental period by RESIDENT.

b. **In the event a proposed lease or rental agreement is to have a term greater than 14-days, MANAGEMENT will require and order a (i) credit report and (ii) criminal background check regarding the proposed tenant(s) prior to any occupancy, at the RESIDENT'S expense. The results of these shall be acceptable to LANDLORD or MANAGEMENT in their sole discretion.**

c. RESIDENT is responsible for providing its rental agent with written authorization to enter a RESIDENCE and the VILLAGE, providing a duplicate original to MANAGEMENT. The rental agent must present the authorization to Security to have access into the VILLAGE and RESIDENCE.

d. Except in the case of a RESIDENT renting his or her own unit, no unlicensed person shall sell, handle, rent, or manage any RESIDENCE in the VILLAGE. MANAGEMENT reserves the right to require proof of proper licensing and to approve or to disapprove any outside rental or real estate company from doing business in the VILLAGE.

❖ The South Carolina Real Estate Commission has jurisdiction over all licensees and should be contacted in the event a dispute with a rental manager arises, but only after the broker-in-charge of the licensee has been contacted. It is a good policy to require the broker-in-charge's name and address when listing a RESIDENCE for rental.

e. RESIDENT MUST PROVIDE ALL persons who rent a RESIDENCE ("**Tenant**") with written proof of permission (i.e., contract, lease or letter) to enter and occupy any RESIDENCE. Proof from RESIDENT (or the authorized agent) shall include Tenant's name, address, date of occupancy, and number of vehicles and must be executed by RESIDENT (or RESIDENT's agent), with a signed duplicate be provided to MANAGEMENT prior to Tenant entering the Premises.

f. RESIDENT or RESIDENT'S agent must provide Tenants with keys to the RESIDENCE, as keys cannot be left with Security at any time. All Tenants (daily, weekly, monthly, or annually) must have proper vehicle passes issued by the MANAGEMENT office.



g. RESIDENT (or agent) must make available to its Tenants a copy of the Rules, as amended. All Tenant(s) are required to adhere to the Rules and it is RESIDENT'S responsibility to post these rules in the RESIDENCE and fully explain them to all Tenants, as applicable.

h. Tenants must be provided with full instructions on procedures to follow in the event of an emergency (i.e., lock-out, electrical, plumbing, etc.) and the Tenants must contact RESIDENT or the rental agent in such an event. Security personnel cannot act as an agent or manager for the RESIDENT or guests/tenants at any time.

i. All agents, contractors, service personnel, maids (cleaning service), and others entering a RESIDENCE must provide Security with proof of written permission from RESIDENT prior to entering the VILLAGE and any RESIDENCE.

j. Except for weekly vacation renters leasing for terms less than fourteen days, all other individuals desiring to rent or lease in the VILLAGE must file a Residency Application with MANAGEMENT and pay an application fee at the time of making application. MANAGEMENT reserves the right to approve all rental applicants. Only upon approval of a Residency Application by MANAGEMENT will proper passes be provided to Tenant(s). Previous Tenants with a Residency Application on file will not be required to pay the residency application fee again. Immediate family relatives of RESIDENTS are exempt from this fee.

## **ARTICLE IX**

### **TRAFFIC REGULATION, VEHICLE DECALS, AND PARKING**



VILLAGE roads are private and have not been dedicated to public use so that LANDLORD can limit and restrict traffic, use and access throughout the VILLAGE in its sole discretion, including the loss of the right to enter the VILLAGE.

**Section 1. Private Roads.** The roads, entry ways and rights-of-way within the VILLAGE are **privately owned** by LANDLORD, subject to a RESIDENT'S right of ingress and egress. LANDLORD or MANAGEMENT AGENT has the power to restrict or limit access on the private roads of the VILLAGE to anyone not a RESIDENT, or anyone not listed on the SUBLEASE, or anyone otherwise approved by LANDLORD or MANAGEMENT, including, but not limited to, the power to limit the types and sizes of vehicles and establishing speed limits, traffic and parking regulations, and vehicle noise limitations. The fact that LANDLORD'S restrictions on the use of Common Area roads may be more restrictive than the law of any state or local government having jurisdiction over the Community shall not make such restrictions unreasonable or unenforceable.

**Section 2. Traffic Regulations.** Traffic regulations on all roads and streets within the VILLAGE will be enforced under the provisions of the South Carolina Uniform Act for regulating traffic on private roads. A speed limit of 15 MPH is established on all roads and streets within the VILLAGE, except for a speed limit of **20 MPH on Oceanside Drive, Melody Gardens Drive and Georges Bay Road.** All traffic control signs, including but not limited to speed limit, stop, directional and no parking signs will be enforced. In addition to all other remedies, violation of the traffic regulations may also result in either a fine and/or loss of driving privileges within the VILLAGE.

- a. **FIRST VIOLATION:** Written warning or a fine as circumstances surrounding the violation warrant.
- b. **SECOND VIOLATION:** Fine of not less than \$25 and not more than \$100.
- c. **THIRD VIOLATION:** Fine and/or loss of driving privileges in the VILLAGE. Following revocation, driving privileges will not be reinstated until the expiration

of at least 30 days together with submission and approval of an application to Security Committee or MANAGEMENT for reinstatement.

Violations by guests of RESIDENTS will be recorded and maintained in the respective RESIDENT'S file and may result in the guests not being allowed entrance into the VILLAGE or not being allowed to drive within the VILLAGE, in the sole discretion of MANAGEMENT.

The volume of music from radios, etc., should be kept to a minimum within the VILLAGE. Loud music is not allowed to be heard outside of a vehicle nor from a golf cart. Violators may be ticketed and/or fined under the above procedures.

**Section 3. Vehicle Registration and Decals.** RESIDENTS must register all vehicles with MANAGEMENT prior to operation in the VILLAGE. Unless a vehicle is properly registered with MANAGEMENT, or otherwise approved by Village Security, it will not be permitted on the roads, streets, or rights-of-way. A RESIDENT decal, rental, family pass, hanging pass, or day pass must be visibly displayed always on all vehicles parked or moving in the VILLAGE. Violators will be considered as unauthorized and may be prosecuted as trespassers by MANAGEMENT. A maximum of two (2) vehicles shall be authorized for each RESIDENCE on a fulltime basis, unless otherwise approved by MANAGEMENT.

MANAGEMENT will issue vehicle decals to all approved RESIDENTS who have registered his or her vehicle(s). Decals must be affixed to either the (i) left front bumper or (ii) left bottom corner of the front windshield of the vehicle. If a decal is lost, mutilated, or stolen a replacement decal must be obtained from MANAGEMENT. A key card is not a RESIDENT pass, and all RESIDENTS using key cards must have and display a proper vehicle decal. **Key cards shall never be given or loaned to**

**non-residents of Oceanside Village to gain access into the VILLAGE.**

RESIDENTS should inform Tenants or guests that a day pass allows travel only from the entry gate to a RESIDENCE, and not to any amenity area or other parking lot in the VILLAGE.

**Section 4. Motorcycles, Mopeds, Scooters, and 4-Wheelers.** Except as provided herein, only non-motorized scooters are allowed in the VILLAGE. Motorcycles, mopeds, and gas/electric scooters may only be used as transportation from a gate to a RESIDENCE if the only means of transportation for RESIDENT or approved tenants. Four wheelers, ATVs or similar recreation vehicles are not allowed. Driving, racing, off-road cycling, or operation on the streets within the Village is otherwise strictly forbidden for motorcycles, mopeds, scooters, 4-wheelers, or similar vehicles.

**Section 5. Skateboards, Rollerblades, Bicycles.** Skateboards and rollerblades are not allowed on Oceanside Drive or on Dixon Drive within the VILLAGE. All bicycles should be equipped with front and rear reflectors, as well as in the spokes, for safety reasons.

**Section 6. Street Parking.** On-street parking is not permitted, including the street at the postal center. All vehicles must be parked completely off the street and may not impede the visibility of others. Upon the pre-approval by MANAGEMENT, street parking for recreation vehicles is allowed for loading and unloading purposes only. No unlicensed or inoperable vehicles, including utility trailers, may be parked in Common Area parking lots or on any LOT without the written approval of MANAGEMENT.

**Section 7. Beachfront Parking.** Parking is allowed in the beachfront parking lot only for vehicles displaying a valid current VILLAGE decal, or proper rental, guest, family pass, or

other identification designated by MANAGEMENT. A RESIDENT decal, rental, or family pass must be visibly displayed always on any vehicle parked in the beachfront parking lot. “Beachfront parking lot” is defined as the area south of One Ocean Place, north of the Conch Café, east of Waccamaw Drive, and west of the Atlantic Ocean. Unregistered vehicles may be towed, or the owner fined. Violations of these Rules may also result in loss of beachfront parking privileges or a fine being assessed, in the discretion of MANAGEMENT.

## ARTICLE X GOLF CARTS

**Section 1.** Golf carts must have personalized ignitions and be insured to be driven on VILLAGE roads or the private beachfront parking lot. MANAGEMENT will issue a RESIDENT decal to a golf cart owner only upon proper application with proof of property damage and liability insurance coverage in the minimum amounts required by LANDLORD. An application may be filed in person or by mail. No RESIDENT decal can be issued without proof of insurance. **Except for approved rental golf carts, only golf carts with a valid Oceanside Village decal will be allowed on the VILLAGE streets or on the beachfront parking lot.** Decals will be numbered specifically for golf carts and will not be interchangeable with vehicles. Please be aware that some insurance companies do not provide coverage for operation while on or crossing a public road and a RESIDENT does so at his or her own risk. Under State law, a golf cart must have a permit from the State to cross over a roadway or to be driven on a roadway outside of the VILLAGE. When driving on a public street, all regulations pertaining to a motor vehicle also apply to golf carts. **Vacation renters may not register or operate their personal golf carts in the VILLAGE or the beachfront parking lot.**

**Section 2.** All golf cart operators must have a valid driver’s license or learner’s permit to

operate a golf cart within the VILLAGE or on the beachfront parking lot. Drivers must be able to produce the valid driver’s license or permit upon request. Unlicensed violators stopped by Security will be required to park the golf cart and Security will confiscate the keys. The unlicensed driver will receive a warning or ticket and fine as the circumstances warrant. MANAGEMENT will be involved in this process and a fine may be levied in MANAGEMENT’S sole discretion. Operators of rental golf carts in the VILLAGE shall also abide by any additional rules governing the operation of rental carts.

**Section 3.** Operators of golf carts must obey all VILLAGE traffic signs and regulations. Golf carts driven after dark must have operating headlights and rear taillights or reflectors. Each passenger must have a seat while riding on a golf cart—pets and children may not sit on a golf cart driver’s lap. No one is allowed to stand on the rear or sit on the front of the golf cart while it is moving.

**Section 4.** Golf carts are not allowed on the roads in the VILLAGE between the hours of 1:00 a.m. and 5:00 a.m., except as otherwise allowed with the permission of Security. A person desiring to fish early in the morning may call Security and obtain permission to be on the roads with no penalty. If any Club events or private parties are not over by 1:00 a.m., then Security should be contacted for permission for late night drivers. Notification ahead of time is the rule and not the exception. All RESIDENTS must be prepared to provide the security guard with his or her name, house number, and golf cart decal.

**Section 5.** Golf carts shall be operated on roadways only. Reckless driving, doing “wheelies,” or spinning of tires, etc., is unacceptable anywhere in the VILLAGE including the beachfront parking lot.

**Section 6.** Golf cart rentals are only permitted through LANDLORD, MANAGEMENT, or

a designated agent. Any golf cart operated on the roads of the VILLAGE comes under the jurisdiction of MANAGEMENT and will be the responsibility of the RESIDENT owner. Any RESIDENT who does not comply with the Rules and/or the Sublease is subject to loss of driving privileges for any vehicle or golf cart in addition to all other rights hereunder.

**ARTICLE XI**  
**RECREATIONAL VEHICLES & TRAILERS**

a. Recreational vehicles such as boats, motor homes, campers, enclosed trailers, etc., may only be parked or stored on a LOT if in a garage, carport, or the area under a pier house.

b. Recreational vehicles must be maintained in a safe and good operating condition always, and shall not contain any illegal, hazardous or unsafe substances.

c. No open utility trailers or lifts are allowed on a LOT or one the streets and roads in the VILLAGE, except for temporary loading and unloading only during daylight hours.

**ARTICLE XII**  
**RECREATIONAL AMENITIES**

A RESIDENT's use of the recreational amenities within the VILLAGE is at his or her own risk and subject to compliance with all Rules, including those concerning use of the swimming pools, tennis courts, and children's playground.


**Section 1. Swimming Pools.** Swim at your own risk. No lifeguard on duty. Hours and schedules are seasonal and are posted at each pool. Those using the pools are required to obey all posted rules. No glass containers, pets, bicycles, roller skates, inline skates, or skateboards are allowed on the pool decks and/or sidewalks. An adult or a qualified babysitter must accompany children under 12 years of age. Requests from authorized personnel or MANAGEMENT must be adhered to always while in

the pool areas. No pets are allowed inside fenced areas of either pool. No diving is permitted in the pools. Children of diaper age must be wearing swimmer's diapers, which are specifically made for this purpose, to be permitted in the pools. Loud music is not allowed.

**Section 2. Tennis, Pickleball and Shuffleboard Courts.** The courts are open daily and individuals playing do so at their own risk. Tennis courts are kept locked and RESIDENTS desiring to use the tennis courts must obtain a key from Security. Driver's licenses must be left with Security to obtain a key and will be returned upon return of the key to Security. At night, the last person leaving the courts should turn off the lights if the courts are not in use. No glass containers, pets, bikes, roller skates, inline skates, or skateboards are allowed on the tennis courts. Misbehavior may result in loss of privileges of the recreational amenities.

**Section 3. Children's Playground.** Open daily. Play at your own risk. A responsible adult must accompany all children who are unable to be totally independent while on the playground.

**ARTICLE XIII**  
**ADVISORY BOARD**

 Although the VILLAGE is a landlord/tenant community in which LANDLORD has sole authority to formulate RULES, the LANDLORD has formed an ADVISORY BOARD comprised of RESIDENTS to allow RESIDENTS to play a role in the functioning and the vision of the Community by giving non-binding opinions to LANDLORD, as requested from time to time.

**Section 1. Districts, Terms, Powers.** LANDLORD has divided the VILLAGE into twelve districts with each district being entitled to one representative on the Advisory Board. There is also one district representative at large that is appointed by MANAGEMENT. The term of each district representative is two years. The term of the at-large district representative shall be filled by

appointment of MANAGEMENT simultaneously with the election of other district representatives at that time. As stated in the SUBLEASE, the Advisory Board shall have full authority to represent and bind each RESIDENT in all matters regarding use of the Amenities Fees when LANDLORD seeks an advisory opinion; provided, however, Advisory Board actions and decisions shall not bind or control LANDLORD absent LANDLORD's affirmative agreement to be so bound.

**Section 2. Qualifications.** To be eligible to serve as a member of the Advisory Board, each candidate must:

- a. Own a RESIDENCE in the VILLAGE.
- b. Be current in payment to LANDLORD of all Lease and Amenities fees, costs, collections, and/or fines and not be in default under the Sublease.
- c. Be willing to promote, and have demonstrated an ability to promote, good will and harmony within the VILLAGE and to work together to facilitate cooperation, understanding, and communication among the RESIDENTS as well as with LANDLORD and MANAGEMENT.
- d. Be available to regularly attend monthly Advisory Board meetings scheduled by MANAGEMENT.
- e. Be willing to keep all proprietary information confidential related to the LANDLORD, MANAGEMENT or the CLUB.

**Section 3. Selection of Members.** Prior to the election, letters will be sent to all RESIDENTS requesting nominations from each respective district. When nominating another RESIDENT, other than oneself, a letter stating permission must accompany the nomination. All nominations are sent to the Oceanside Village Election Committee.

a. The Election Committee will collect and submit all nominations to LANDLORD or to MANAGEMENT which will review all nominations and approve and/or remove the candidates submitted by the Election Committee.

b. LANDLORD or MANAGEMENT, upon completion of review of the nominations, will return the list of approved candidates to the Election Committee.

c. The Election Committee will then prepare the ballots and forward to all the RESIDENTS within the respective districts.

d. Elections shall be determined by popular vote. The candidate receiving the highest number of votes shall be the winner.

(1) The newly elected members will be notified in writing by MANAGEMENT.

(2) The newly elected Advisory Board members' names will be posted in a prominent place that is available for all Community Club members.

(3) New members will be installed on a date specified by the Advisory Board.

**Section 4. Removal of Members.** A member of the Advisory Board may be removed from office by one of the following methods:

- a. By verbal or written resignation; or
- b. By majority vote of the Advisory Board Members; or
- c. By written notice from LANDLORD or MANAGEMENT.

**Section 5. Vacancies.** LANDLORD or MANAGEMENT reserves the right to appoint a representative to fill any vacancy on the Board. The appointment may be an incumbent board

member or a member of the community at large. The appointment will be for the duration of the original term of election.

**ARTICLE XIV**  
**COMMITTEES**

The VILLAGE shall have the following committees that shall be filled subject to the approval of LANDLORD or MANAGEMENT, together with any other committees that MANAGEMENT deems reasonable or necessary:

**Section 1. Security Committee.** Makes recommendations regarding security procedures and personnel, coordinates emergency procedures as well as community watch activities.

**Section 2. Entertainment Committee.** Plans, coordinates, and schedules social activities of the VILLAGE that take place on common areas. MANAGEMENT must approve all social events on common area property in advance. This committee makes recommendations regarding upkeep of the Community Center and raises funds to maintain and add to current social activities and facilities within the VILLAGE. An accounting of funds, income and expenses, will be given to MANAGEMENT monthly or at the request of MANAGEMENT.

**Section 3. Building and Grounds Committee.** Reviews applications by RESIDENTS for permits for additions, renovations, and painting of exterior of RESIDENCES in the VILLAGE if they conform to community and local government guidelines. RESIDENCES in disrepair are noted by District Representatives or others and/or monitored for improvements by this committee. This committee also works with MANAGEMENT to make recommendations regarding grounds and roads in the VILLAGE and meets every Tuesday afternoon.

**Section 4. Volunteer Committee.** Coordinates the volunteers to assist in various

areas of the VILLAGE such as security, maintenance, mailings, and assisting in the office when needed.

**ARTICLE XV**  
**RIGHT TO QUIET ENJOYMENT**

No RESIDENT, nor his or her guests or invitees, shall disturb another RESIDENT'S right to quiet enjoyment. The following guidelines shall be treated as rules:

a. No exterior home repairs, renovations or construction work shall be performed by contractors, subcontractors or similar companies, including delivery trucks of building supplies, prior to 8:00 a.m. Contractors shall clear and remove construction debris and scraps no later than 4:00 p.m. on Friday.

b. Acts constituting disturbance of quiet enjoyment shall include, but are not limited to, the following: (1) the use of foul and abusive language; (2) unruly or disorderly conduct; (3) unusually loud shouting, screaming, talking, or music; (4) displays of public intoxication or indecency; (5) trespassing upon another's property; (6) pet disturbances; (7) badgering or undue pressure; (8) drones; (9) any illegal activity.

c. Painting or major repairs of cars, boats or other vehicles is not allowed in the VILLAGE.

d. Firearms and fireworks will not be displayed, ignited or used within the VILLAGE.

e. A RESIDENT renting his or her RESIDENCE is responsible for the actions of their Tenants. RESIDENTS should notify Tenants in advance of occupancy that the Rules apply to Tenants and that Tenants are subject to ejection by LANDLORD or MANAGEMENT if Tenants violate any Rules or the Sublease. Rules should be posted in the RESIDENCE in a prominent place.

f. Commercial, professional, and other businesses will not be operated in the VILLAGE without written approval of MANAGEMENT.

g. **Quiet time** in the VILLAGE is observed from 11:00 p.m. until 8:00 a.m. Also, a curfew is in effect from 11:00 p.m. until 6:00 a.m. for persons under 18 years of age who are outside a RESIDENCE on VILLAGE property and not accompanied by a parent or guardian.

#### **ARTICLE XVI** **VISITORS**

RESIDENTS should provide their guests with a letter of permission to enter the VILLAGE which can be given to Security upon arrival in order that the appropriate pass can be issued. Alternatively, an advance telephone call to Security regarding a guest's arrival is sufficient so that a guest may obtain a pass from Security and be allowed to enter the VILLAGE.

Family or frequent visitor passes are available from MANAGEMENT and may be picked up by a RESIDENT for immediate family members or friends who visit frequently. If other guests are expected, call Security in advance at (843) 650-8600. A signed authorization from the RESIDENT should accompany the person(s) stating that they have permission to visit and the time you expect them to stay. You may use index cards or download a "Renter Information Card" form from the OSV website and send them to individuals you are expecting so that they can give the authorization to Security upon arrival for a pass.

Security will NOT give out a RESIDENT's address or phone number if the guest does not know it. Be certain to notify Security if you are expecting a contractor or service person to work on your RESIDENCE or give them the same typewritten authorization as you would any guest. No one will be allowed to enter the property without proper authorization.

#### **ARTICLE XVII** **RELEASE, INSURANCE, AND REBUILDING**

Oceanside VILLAGE, LLC, Oceanside Village Community Club, Inc., and Rose Real Estate, Inc. shall not be liable for losses to RESIDENTS, Tenants, or guests resulting from fire, theft, storm damage, vandalism, acts of God, or any other causes. RESIDENTS hereby release LANDLORD, MANAGEMENT, and the CLUB, their members, owners, agents, directors, and employees from all liability for any damage or loss.

a. RESIDENTS will provide public liability insurance with limits of not less than \$50,000.00 with respect to injury of any one person and in the amount of \$100,000.00 with respect to any one accident or disaster, and in the amount of \$50,000.00 with respect to damage to property, or in such other amounts as LANDLORD deems necessary from time to time.

b. RESIDENTS will insure their RESIDENCE and all other buildings on RESIDENT'S LOT against damage or destruction by fire or other casualties under a standard extended coverage insurance endorsement. Such insurance shall be in an amount equal to not less than eighty percent of the replacement value of the RESIDENCE and other improvements on the LOT. The RESIDENT of each LOT waives any right of recovery and subrogation against RESIDENTS of other LOTS and their tenants. All such policies will evidence that the assured has waived any right of recovery and subrogation against the RESIDENTS of other LOTS and their tenants.

c. All such policies required above shall bear endorsements to the effect that the MANAGEMENT AGENT shall be notified not less than ten (10) days in advance of any modification or cancellation thereof. Certificates evidencing the existence thereof shall be promptly delivered to MANAGEMENT upon written request.

d. **Obligation to Rebuild.** Except as otherwise approved by LANDLORD or required in the SUBLEASE, in the event a RESIDENCE or building on a RESIDENT'S LOT shall be partially damaged or destroyed by fire, the elements, or any other casualty, the RESIDENT of said LOT shall, at his or her expense, promptly and with due diligence repair, rebuild, and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction. All repair, rebuilding, and restoration shall be done with the approval of MANAGEMENT in compliance with the requirements herein. In the event of a total loss, the RESIDENT shall be responsible for removing all debris and cleaning the LOT.

### **ARTICLE XVIII**

#### **DEFAULT AND ENFORCEMENT**

Enforcement of the Rules shall be handled through Security, MANAGEMENT, or the LANDLORD. Any RESIDENT may assist enforcement by identifying and documenting known violations. RESIDENT concern forms are available through the MANAGEMENT office.

**A VIOLATION OF THESE RULES SHALL CONSTITUTE A MATERIAL DEFAULT OF THE SUBLEASE. IN ADDITION TO ALL OTHER REMEDIES LANDLORD MAY HAVE, LANDLORD, IN ITS SOLE DISCRETION, MAY TERMINATE THE SUBLEASE OR MODIFY THE SUBLEASE TERM BY GIVING RESIDENT UP TO 18 MONTHS TO SELL THE RESIDENCE PRIOR TO TERMINATION OF A SUBLEASE IN THE EVENT OF SUCH MATERIAL DEFAULT.**

RESIDENT shall be liable and responsible to LANDLORD and MANAGEMENT for all costs of enforcement, including reasonable attorneys' fees. In the event the RULES conflict with any provisions of the SUBLEASE, the SUBLEASE shall prevail.

### **ARTICLE XIX** **MISCELLANEOUS**

**Section 1. Amendments.** LANDLORD may make amendments, additions, or deletions to the RULES at any time and copies of such modifications or amendments shall be distributed to RESIDENTS. Such amendments shall become effective thirty days after mailing written notice thereof to RESIDENT at the notice address on file with the MANAGEMENT AGENT. All changes will also be posted in the MANAGEMENT office.

**Section 2. Notices.** Notices required to be given hereunder shall be given in the manner set forth in RESIDENT'S Sublease with LANDLORD. A RESIDENT'S notice address shall be that address listed in the Sublease or on file in the MANAGEMENT office as the last known address of RESIDENT. RESIDENTS are responsible to notify LANDLORD or MANAGEMENT of any change of address.

**Section 3. Breach Will Not Defeat Mortgage.** A breach or violation of any of the terms, covenants, or restrictions of these Rules will not defeat or render invalid the lien of any first mortgage made in good faith and for value, but such term, covenant, or restriction will be binding on and effective against anyone whose title to the LOT or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

**Section 4. Headings.** The caption headings of the various sections of these Rules are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

**Section 5. Pre-Approval of Vendors, Suppliers, Contractors & Agents.** Prior to commencement of work or services within Oceanside Village, a vendor, supplier, contractor, subcontractor, real estate sales and/or rental company, broker, agent, cleaning company and



related persons or companies performing such work shall make application and receive written approval from MANAGEMENT AGENT annually, providing MANAGEMENT AGENT with a copy of a valid business license together with a certificate of insurance evidencing liability insurance, worker's compensation insurance and such other required insurance as required by LANDLORD. The certificates of insurance shall name LANDLORD and/or CLUB as additional insureds. LANDLORD has the sole and absolute discretion to approve or disapprove any services/companies operating in the VILLAGE.

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**NOTES**